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6 Attorneys for Defendants
7 THE GAP, INC., a/k/a, GAP, INC., GAP INTERNATIONAL
8 SALES, INC., BANANA REPUBLIC, LLC, AND OLD NAVY,
9 LLC

10 UNITED STATES DISTRICT COURT

11 NORTHERN DISTRICT OF CALIFORNIA

12 SAN FRANCISCO DIVISION

13 ROOTS READY MADE GARMENTS CO.
W.L.L.,

Case No. C 07-03363 CRB

14 Plaintiff,

DEFENDANTS' FIRST SET OF
REQUESTS FOR PRODUCTION

15 v.

16 THE GAP, INC., a/k/a, GAP, INC., GAP
17 INTERNATIONAL SALES, INC., BANANA
REPUBLIC, LLC, AND OLD NAVY, LLC

18 Defendants.

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22
23 PROPOUNDING PARTY: DEFENDANTS GAP, INC., GAP INTERNATIONAL SALES,
24 INC., BANANA REPUBLIC, LLC, AND OLD NAVY, LLC

25 RESPONDING PARTY: ROOTS READY MADE GARMENTS CO. W.L.L.

26 SET NUMBER: ONE

27

28

1 Pursuant to Federal Rule of Civil Procedure 34, defendants THE GAP, INC., GAP
 2 INTERNATIONAL SALES, INC., BANANA REPUBLIC, LLC, and OLD NAVY, LLC
 3 demand that plaintiff ROOTS READY MADE GARMENTS CO. W.L.L. ("Roots") make
 4 available copies of the documents and things described below within thirty days after service
 5 hereof at the offices of Keker & Van Nest, LLP, 710 Sansome Street, San Francisco, California
 6 94111. Roots is further subject to a duty to supplement its responses to these requests pursuant
 7 to Federal Rule of Civil Procedure 26(e).

8 **DEFINITIONS**

9 1. "YOU," "YOUR," "ROOTS" and "ROOTS'" refers to plaintiff ROOTS READY
 10 MADE GARMENTS CO. W.L.L., and its subsidiaries, divisions, predecessor and successor
 11 companies, affiliates, parents, any joint venture to which it may be a party, and/or each of its
 12 employees, agents, officers, directors, representatives, consultants, accountants and attorneys,
 13 including any person who served in any such capacity at any time.

14 2. "GAP" and "DEFENDANTS" refers to defendants GAP INTERNATIONAL
 15 SALES, INC., THE GAP, INC., BANANA REPUBLIC, LLC, OLD NAVY, LLC., and all of
 16 their current and former employees.

17 3. "GABANA" refers to Gabana Gulf Distribution, Ltd., Gabana Distribution, Ltd.,
 18 and their subsidiaries, divisions, predecessor and successor companies, affiliates, parents, any
 19 joint ventures to which they may be a party, and/or each of its employees, agents, officers,
 20 directors, representatives, consultants, accountants and attorneys, including any person who
 21 served in any such capacity at any time, and including in particular Francois Larsen, Amin El
 22 Sokary, Jack Caprice and Isabelle Richard.

23 4. "FAC" refers to YOUR First Amended Complaint in this action.

24 5. The term "COMMUNICATION" means any transmission or receipt of
 25 information of any kind, including, without limitation, in writing, orally, electronically or by any
 26 other means.

27 6. The term "DOCUMENT" shall have the broadest meaning that Rule 34 of the
 28 Federal Rules of Civil Procedure allows, including any writings, drawings, graphs, charts,

1 photographs, phonorecords, tape recordings, notes, diaries, calendars, checkbooks, books,
2 papers, accounts, electronic or videotape recordings, email, and any computer-generated,
3 computer-stored, or electronically-stored matter, and other data compilations from which
4 information can be obtained and translated, if necessary, into reasonably useable form, including
5 documents stored on laptop computers, personal digital assistants (PDAs), Blackberrys and other
6 similar devices.

7 7. The terms "RELATE TO" and "RELATING TO" mean concerning, referring to,
8 summarizing, reflecting, constituting, containing, embodying, pertaining to, involved with,
9 mentioning, discussing, consisting of, comprising, showing, commenting upon, evidencing,
10 describing or otherwise having anything to do with the subject matter.

11 ||| 8. The singular form of any word includes the plural and vice versa.

12 ||| 9. The word “and” includes “or” and vice versa.

13 10. "Any" shall mean one or more; "each" shall mean each and every.

INSTRUCTIONS

15 1. The responding party must produce DOCUMENTS as they are kept in the usual
16 course of business, or organize and label the documents it produces to correspond with the
17 categories enumerated below. *See Fed. R. Civ. P. 34(b).*

18 2. Where a claim of privilege is asserted in responding or objecting to any of these
19 document requests and documents are not provided on the basis of such assertion:

24 (ii) the following information shall be provided along with the response or objection:

25 (a) the type of document, e.g., letter or memorandum; (b) general subject matter of the
26 document; (c) the date of the document; (d) such other information as is sufficient to identify the
27 document for a subpoena duces tecum, including, where appropriate, the author, addressee, and
28 any other recipient of the document, and, where not apparent, the relationship of the author.

1 addressee, and any other recipient to each other.

2 3. Electronic records and computerized information must be produced in an
3 intelligible format or together with a description of the system from which they were derived
4 sufficient to permit rendering the records and information intelligible.

5 4. Selection of documents from the files and other sources and the numbering of
6 such documents shall be performed in such a manner as to insure that the source of each
7 document may be determined, if necessary.

8 5. File folders with tables or labels or directories of files identifying documents
9 called for by these requests must be produced intact with such documents.

10 6. Documents attached to each other shall not be separated.

11 7. Should YOU object to any one of the requests below, such objection shall not
12 relieve YOU of YOUR obligation to produce documents responsive to any other of the requests
13 below.

14 8. Each paragraph herein shall be construed independently and not by reference to
15 any other paragraph for the purpose of limitation.

16

17 **REQUESTS FOR PRODUCTION OF DOCUMENTS**

18

19 **REQUEST FOR PRODUCTION NO. 1:**

20 All COMMUNICATIONS between YOU and GABANA RELATING TO GAP,
21 including without limitation all COMMUNICATIONS RELATING TO the actual or potential
22 distribution or sale of GAP goods, all COMMUNICATIONS RELATING TO any of the
23 allegations in YOUR FAC or YOUR decision to file suit against GAP, and all
24 COMMUNICATIONS RELATING TO GABANA's claims against GAP or GABANA's
25 decision to file suit against GAP.

26 **REQUEST FOR PRODUCTION NO. 2:**

27 All COMMUNICATIONS RELATING TO GAP between YOU and any distributor
28 and/or retailer other than GABANA, including but not limited to Solka, Al Turki, RSH (Middle

1 East) L.L.C., Grand Stores, Red Square, American Corner, and including any representatives,
2 principals, owners or employees of such distributors and/or retailers.

3 **REQUEST FOR PRODUCTION NO. 3:**

4 All COMMUNICATIONS RELATING TO GAP between YOU and any other person or
5 entity.

6 **REQUEST FOR PRODUCTION NO. 4:**

7 All COMMUNICATIONS between YOU and Francois Larsen, to the extent not provided
8 in response to the previous requests.

9 **REQUEST FOR PRODUCTION NO. 5:**

10 All agreements, including without limitation contracts for sale or distribution of GAP
11 goods, Letters of Understanding, Memoranda of Understanding, and agreements to toll the
12 statute of limitations, and including any drafts thereof, between YOU and any distributor and/or
13 retailer, including but not limited to GABANA, Solka, Al Turki, RSH (Middle East) L.L.C.,
14 Grand Stores, Red Square, and American Corner.

15 **REQUEST FOR PRODUCTION NO. 6:**

16 All agreements, including without limitation contracts for sale or distribution of GAP
17 goods, Letters of Understanding, Memoranda of Understanding, and agreements to toll the
18 statute of limitations, and including any drafts thereof, between YOU and Francois Larsen, to the
19 extent not provided in response to Request for Production No. 5.

20 **REQUEST FOR PRODUCTION NO. 7:**

21 All agreements, including without limitation contracts for sale or distribution of GAP
22 goods, Letters of Understanding, Memoranda of Understanding, and agreements to toll the
23 statute of limitations, and including any drafts thereof, between YOU and any other person or
24 entity that RELATE TO GAP.

25 **REQUEST FOR PRODUCTION NO. 8:**

26 All DOCUMENTS that RELATE TO any of the allegations in YOUR FAC.

27 **REQUEST FOR PRODUCTION NO. 9:**

28 All proposals and/or requests for approval for any distributor and/or retailer submitted by

1 YOU to GAP, including all DOCUMENTS submitted therewith.

2 **REQUEST FOR PRODUCTION NO. 10:**

3 All purchase orders, sale receipts or other DOCUMENTS reflecting the sale by YOU of
4 GAP goods to any distributor, retailer, and/or customer.

5 **REQUEST FOR PRODUCTION NO. 11:**

6 All agreements, including drafts thereof, between YOU and GAP.

7 **REQUEST FOR PRODUCTION NO. 12:**

8 All DOCUMENTS RELATING TO any agreement between YOU and GAP.

9 **REQUEST FOR PRODUCTION NO. 13:**

10 All DOCUMENTS RELATING TO GAP.

11 **REQUEST FOR PRODUCTION NO. 14:**

12 All DOCUMENTS RELATING TO YOUR relationship with GAP.

13 **REQUEST FOR PRODUCTION NO. 15:**

14 All COMMUNICATIONS between YOU and GAP.

15 **REQUEST FOR PRODUCTION NO. 16:**

16 All business plans and/or executive summaries created by or for YOU RELATING TO
17 GAP and/or GABANA.

18 **REQUEST FOR PRODUCTION NO. 17:**

19 All DOCUMENTS RELATING TO any payment of a franchise fee to GAP.

20 **REQUEST FOR PRODUCTION NO. 18:**

21 All DOCUMENTS RELATING TO any payment to GAP for any reason.

22 **REQUEST FOR PRODUCTION NO. 19:**

23 All DOCUMENTS RELATING TO any payment of a franchise fee to GABANA.

24 **REQUEST FOR PRODUCTION NO. 20:**

25 All DOCUMENTS RELATING TO any payment to GABANA for any reason.

26 **REQUEST FOR PRODUCTION NO. 21:**

27 All DOCUMENTS RELATING TO the market value of the "OP" that YOU allege, in
28 Paragraph 1 of YOUR FAC, that YOU purchased for \$6 million.

1 **REQUEST FOR PRODUCTION NO. 22:**

2 All DOCUMENTS RELATING TO YOUR allegation, in paragraph 45 of YOUR FAC,
3 that "Pursuant to a separate agreement between Roots and Gabana, Roots became, on paper,
4 Gabana's 'sub-distributor' for Gap merchandise in the covered territories," including without
5 limitation all COMMUNICATIONS regarding any such agreement, all drafts of any such
6 agreement, and all executed agreements.

7 **REQUEST FOR PRODUCTION NO. 23:**

8 All DOCUMENTS RELATING TO YOUR allegation, in paragraph 7 of YOUR FAC,
9 that YOU were Gabana Gulf Distribution, Ltd.'s "immediate licensor."

10 **REQUEST FOR PRODUCTION NO. 24:**

11 All business plans, executive summaries, or presentations of any distributor and/or
12 retailer YOU contend YOU presented to GAP and/or identified in YOUR FAC, including but not
13 limited to GABANA, RSH, Al Turki, Red Square, and Grand Stores.

14 **REQUEST FOR PRODUCTION NO. 25:**

15 All financial statements created by or for YOU between January 1, 2003 and the present
16 time reflecting YOUR gross revenues, net revenues, net profits, and/or costs.

17 **REQUEST FOR PRODUCTION NO. 26:**

18 Documents sufficient to show YOUR gross revenues, net revenues, net profits, costs and
19 expenses for the period between January 1, 2003 and the present.

20 **REQUEST FOR PRODUCTION NO. 27:**

21 All financial projections created by or for YOU RELATING TO the actual or potential
22 sale or distribution of GAP goods for the time period January 1, 2003 through December 31,
23 2010.

24 **REQUEST FOR PRODUCTION NO. 28:**

25 All documents RELATING TO any audit of YOUR business from January 1, 2003 to the
26 present.

27 **REQUEST FOR PRODUCTION NO. 29:**

28 All documents RELATING TO any monetary recovery that YOU contend GAP owes

1 YOU as a result of the allegations in YOUR FAC, whether in the form of compensatory
2 damages, punitive damages, restitution, disgorgement, interest, or any other form of monetary
3 recovery that YOU contend GAP owes YOU.

4 **REQUEST FOR PRODUCTION NO. 30:**

5 All DOCUMENTS RELATING TO any retailer YOU proposed to GAP, including
6 without limitation all DOCUMENTS RELATING TO any retailer YOU contend YOU proposed
7 to GAP and GAP did not approve.

8 **REQUEST FOR PRODUCTION NO. 31:**

9 All DOCUMENTS RELATING TO any location in which YOU sought the right to
10 distribute or retail GAP goods, including without limitation all DOCUMENTS RELATING TO
11 any location in which YOU contend GAP denied YOU the right to sell GAP goods.

12
13 Dated: August 23, 2007

KEKER & VAN NEST, LLP

14
15 By:
16 DAN JACKSON
17 Attorneys for Defendants
18 GAP INTERNATIONAL SALES, INC.,
19 THE GAP, INC., BANANA REPUBLIC,
20 LLC, and OLD NAVY, LLC

1 PROOF OF SERVICE

2 I am employed in the City and County of San Francisco, State of California in the office of a
3 member of the bar of this court at whose direction the following service was made. I am over the
4 age of eighteen years and not a party to the within action. My business address is Keker & Van
Nest, LLP, 710 Sansome Street, San Francisco, California 94111.

5 On August 23, 2007, I served the following document(s):

6 DEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION

7 by COURIER, by placing a true and correct copy in a sealed envelope addressed as shown
below, and dispatching a messenger from Worldwide Network, with instructions to hand-carry
8 the above and make delivery to the following during normal business hours, by leaving the
package with the person whose name is shown or the person authorized to accept courier
9 deliveries on behalf of the addressee.

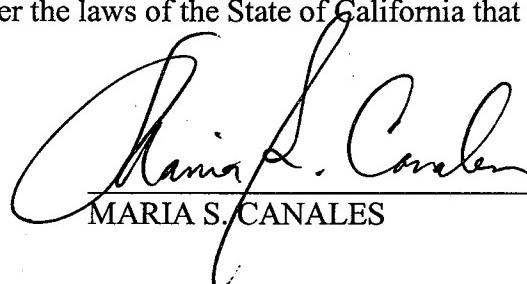
10 Richard A. Jones, Esq.
11 Covington & Burling LLP
One Front Street
12 San Francisco, CA 94111
(415) 591-6000
13 (415) 391-6091 – Fax #
rjones@cov.com

15 by ELECTRONIC MAIL to the following email addresses:

17 Robert P. Haney, Esq.
18 Bradley Nash, Esq.
Covington & Burling, LLP
19 620 Eighth Avenue
New York, NY 10018
20 Email: rhaney@cov.com
Email: bnash@cov.com

22
23 Executed on August 23, 2007, at San Francisco, California.

24 I declare under penalty of perjury under the laws of the State of California that the above is true
25 and correct.

26
27 
28 MARIA S. CANALES